

This instrument was prepared by

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Form 1-1-22 Rev. 1-66

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA } KNOW ALL MEN BY THESE PRESENTS: That Whereas,

COUNTY SHELBY }

W.
KENNETH/SMITH, an unmarried man,

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to

LEVERNE CARDEN, a single woman,

(hereinafter called "Mortgagee", whether one or more), in the sum

of ONE HUNDRED TWO THOUSAND, TWO HUNDRED----- Dollars
(\$102,200.00), evidenced by a real estate mortgage note of even date.

And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof.

W.
NOW THEREFORE, in consideration of the premises, said Mortgagors, KENNETH/SMITH, an unmarried man,

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in Shelby County, State of Alabama, to-wit:

SEE ATTACHED EXHIBIT "A".

Inst # 1995-09762

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Said property is warranted free from all incumbrances and against any adverse claims, except as stated above.

To Have And To Hold the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and should default be made in the payment of same, the said Mortgagee may at Mortgagee's option pay off the same; and to further secure said indebtedness, first above named undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal of said policies to said Mortgagee; and if undersigned fail to keep said property insured as above specified, or fail to deliver said insurance policies to said Mortgagee, then the said Mortgagee, or assigns, may at Mortgagee's option insure said property for said sum, for Mortgagee's own benefit, the policy if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagee for taxes, assessments or insurance, shall become a debt to said Mortgagee or assigns, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest from date of payment by said Mortgagee, or assigns, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagees may have expended for taxes, assessments, and insurance, and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum expended by the said Mortgagee or assigns, or should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee or assigns in said property become endangered by reason of the enforcement of any prior lien or incumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events, the whole of said indebtedness hereby secured shall at once become due and payable, and this mortgage be subject to foreclosure as now provided by law in case of past due mortgages, and the said Mortgagee, agents or assigns, shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving twenty-one days' notice, by publishing once a week for three consecutive weeks, the time, place and terms of sale, by publication in some newspaper published in said County and State, sell the same in lots or parcels or en masse as Mortgagee, agents or assigns deem best, in front of the Court House door of said County, (or the division thereof) where said property is located, at public outcry, to the highest bidder for cash, and apply the proceeds of the sale: First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee; Second, to the payment of any amounts that may have been expended, or that it may then be necessary to expend, in paying insurance, taxes, or other incumbrances, with interest thereon; Third, to the payment of said indebtedness in full, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the day of sale; and Fourth, the balance, if any, to be turned over to the said Mortgagor and undersigned further agree that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee or assigns, for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereby secured.

IN WITNESS WHEREOF the undersigned Kenneth W. Smith, an unmarried man,

have hereunto set his signature and seal, this 13th day of April, 1995

.....(SEAL)
Kenneth W. Smith
Kenneth W. Smith.....(SEAL)
.....(SEAL)
.....(SEAL)

THE STATE of ALABAMA }
SHELBY COUNTY }

I, the undersigned authority, a Notary Public in and for said County, in said State,
hereby certify that Kenneth W. Smith, an unmarried man,

whose name is signed to the foregoing conveyance, and who is known to me acknowledged before me on this day,
that being informed of the contents of the conveyance he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 13th day of April, 1995.
My Commission Expires: 10/16/96 Notary Public.

THE STATE of }
COUNTY }

I, a Notary Public in and for said County, in said State,
hereby certify that

whose name as of
a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me, on this day that,
being informed of the contents of such conveyance, he, as such officer and with full authority, executed the same voluntarily
for and as the act of said corporation.

Given under my hand and official seal, this the day of, 19
Notary Public

Return to:

TO

MORTGAGE DEED

THIS FORM FROM
Lawyers Title Insurance Corporation
Title Guarantee Division
TITLE INSURANCE - ABSTRACTS
Birmingham, Alabama

EXHIBIT "A"
LEGAL DESCRIPTION

Commence at the northwest corner of the NW 1/4 of the NE 1/4 of Section 11, Township 24 North, Range 15 East, Shelby County, Alabama and run thence southerly along the west line of said quarter-quarter a distance of 357.21 feet to a point; thence turn 91 degrees 42 minutes 45 seconds left and run easterly 1,483.20 feet to a point on the east margin of Shelby County Highway No. #71 and the point of beginning of the property being described; thence continue along last described course 524.52 feet to a point; thence turn 143 degrees 51 minutes 25 seconds right and run southwesterly 229.07 feet to a point; thence turn 131 degrees 43 minutes 40 seconds left and run southeasterly 186.93 feet to a point; thence turn 12 degrees 55 minutes 40 seconds right and run southeasterly along the edge of Lay Lake 151.79 feet to a point; thence turn 57 degrees 50 minutes 13 seconds right and continue along the edge of Lay Lake 35.00 feet to a point; thence turn 68 degrees 00 minutes 00 seconds right and continue along edge of Lay Lake 110.07 feet to a point; thence turn 72 degrees 00 minutes 00 seconds left and run southerly along edge of Lay Lake 149.23 feet to a point in the centerline of a drainage ditch; thence turn 99 degrees 00 minutes 00 seconds right and run westerly along centerline of said ditch 190.61 feet to a point; thence turn 5 degrees 55 minutes 39 seconds left and continue along centerline of said ditch 158.57 feet to a point; thence turn 1 degree 32 minutes 10 seconds right and continue along centerline of said ditch 193.44 feet to a point; thence turn 23 degrees 09 minutes 38 seconds right and continue along centerline of said ditch 89.89 feet to a point; thence turn 14 degrees 51 minutes 26 seconds right and continue along centerline of said ditch 108.57 feet to a point; thence turn 23 degrees 25 minutes 25 seconds left and continue along centerline of said ditch 81.52 feet to a point on the easterly margin of said Shelby County Road No. #71; thence turn 113 degrees 24 minutes 15 seconds right and run northeasterly along said margin of said road 85.93 feet to the P.C. of a curve to the left; thence turn 5 degrees 50 minutes 58 seconds left to chord and run northeasterly along the chord of said curve a chord distance of 266.66 feet to the P.T. of said curve; thence turn 5 degrees 50 minutes 59 seconds left from chord and run along said margin of said road 124.10 feet to the point of beginning.

LESS AND EXCEPT:

PARCEL 3:

Commence at the southwest corner of the NW 1/4 of the NE 1/4 of Section 11, Township 24 North, Range 15 East, Shelby County, Alabama and run thence easterly along the south line of said quarter-quarter a distance of 716.05 feet to a point; thence turn 35 degrees 55 minutes 28 seconds left and run northeasterly 1,045.95 feet to a point; thence turn 3 degrees 10 minutes 53 seconds right and continue northeasterly 112.43 feet to a point in the centerline of an eighteen foot wide asphalt roadway and the point of beginning of the property being described; thence turn 1 degree 47 minutes 55 seconds right and continue northeasterly along centerline of said roadway 192.29 feet to a point; thence turn 107 degrees 06 minutes 02 seconds left and run northwesterly 230.59 feet to a point; thence turn 88 degrees 18 minutes 41 seconds left and run southwesterly 134.46 feet to a point; thence turn 76 degrees 10 minutes 51 seconds left and run southeasterly 184.78 feet to the point of beginning.

According to the survey of Joseph E. Conn, Jr., PLS #9049, dated September 1, 1994.

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